

EXHIBIT “D”

SECOND LEASE MODIFICATION AGREEMENT

This Second Lease Modification Agreement (the “Agreement”) is made as of the ____ day of _____, 2023, (the “Effective Date”) by and between **South Square Shopping Center, LLC** having a business address of 10912 N. 56th St., Temple Terrace, FL 33617 (“Landlord”), and **BIG LOTS STORES, LLC, an Ohio limited liability company**, formerly known as Big Lots Stores, Inc., having a mailing address of 4900 East Dublin Granville Road, Columbus, OH 43081 (the “Tenant”).

RECITALS:

Landlord and Tenant are parties to a Lease Agreement dated October 21, 2008 for approximately 29,800 square feet of storeroom (“Demised Premises”) located in the South Square Shopping Center, located at 20050 Cortez Blvd., Brooksville, FL 34601 (the “Shopping Center”), as more particularly described in the Lease. The Lease together with any amendments thereto shall hereinafter be collectively referred to as the “Lease.”

A. The Term of the Lease is currently set to expire on **January 31, 2024**.

B. The parties desire to extend the Term of the Lease for approximately ten (10) years and further amend the Lease as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the Lease shall be amended as follows:

1. Extension of Term. The Term of the Lease is hereby extended for approximately ten (10) years commencing on February 1, 2024 and expiring on January 31, 2034 (the “First Extended Term”) upon the same terms and conditions as contained in the Lease, except as set forth herein.

2. Fixed Minimum Rent. During the First Extended Term, the Fixed Minimum Rent payable by Tenant to Landlord for the Demised Premises shall be as follows:

<u>Period</u>	<u>Annual Fixed Minimum Rent</u>	<u>Monthly Installments of Fixed Minimum Rent</u>
Years: 1-5 February 1, 2024 – January 31, 2029	\$149,000.00 (\$5.00/sf)	\$12,416.67
Years: 6-10 February 1, 2029 – January 31, 2034	\$163,900.00 (\$5.50/sf)	\$13,658.33

3. Common Area Maintenance Charge. Notwithstanding anything to the contrary contained in the Lease, Tenant's Common Area charges shall be fixed at (\$.80) per square foot of the Leased Premises per Lease year during February 1, 2024 through January 31, 2029 of the First Extended Term and fixed at (\$.85) per square foot during February 1, 2029 through January 31, 2034 of the First Extended Term.

4. Taxes and Insurance. During the First Extended Term, the Tenant shall pay its prorata share of Real Property Taxes, pursuant to Section 5.E of the Lease. The Tenant shall also pay its prorata share of Property Insurance, pursuant to Section 13.B of the Lease. The Tenant shall also pay its prorata share of Real Property Taxes and Property Insurance during the Second Third and Fourth Option Terms, if exercised.

5. Options. Tenant shall retain its remaining one (1) five (5) year option (the "Second Option Term") to extend the term of the Lease pursuant to the terms specified within the Lease.

6. Additional Option Term. In addition to the Second Option Term, Tenant shall have the option to extend the Term of this Lease for two (2) additional successive periods consisting of five (5) years each (the "Third Option Term") and ("the Fourth Option term") from the expiration of the Second Option Term, to be exercised pursuant to the terms of the Lease.

All of the terms, covenants and conditions set forth in the Lease shall apply during the Third Option Term and the Fourth Option Term. Notwithstanding anything herein to the contrary, the Fixed Minimum Rent for the Third Option Term and the Fourth Option Term shall be as follows:

<u>Option Period</u>	<u>Annual Fixed Minimum Rent</u>	<u>Monthly Installments of Fixed Minimum Rent</u>
Third Option Term	\$178,800.00 (\$6.00/sf)	\$14,900.00
Fourth Option Term	\$193,700.00 (\$6.50/sf)	\$16,141.67

7. Common Area Maintenance Charge. Notwithstanding anything to the contrary contained in the Lease, Tenant's Common Area charges shall be fixed at (\$.90) for the Third Option Term and (\$.95) for the Fourth Option Term.

8. Consent. In consideration of this Agreement, Tenant hereby consents to the Landlord adding a self-storage facility to the remaining vacant space of the former Kmart within the Shopping Center. It is understood and agreed that this consent shall apply only to the addition of such self-storage use and the Prohibited Use provision set forth in Section 4.B of the Lease shall not be deemed waived or modified in any way except as provided herein.

9. Full Force and Effect; Successors and Assigns. Unless otherwise set forth herein, all capitalized terms shall have the meaning set forth in the Lease. Except as modified herein, all other terms and conditions of the Lease shall continue and remain in full force and effect and are

hereby ratified and reaffirmed by both parties hereto. In the event of any conflicts or inconsistencies between the terms and provisions of the Lease and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern and control in all respects. The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

10. Counterpart Execution. This Agreement may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same instrument. This Agreement shall not be effective unless and until the same has been executed and delivered by all parties hereto whether in one or more counterparts. To facilitate execution of this Agreement, the parties may execute and exchange counterparts of signature pages by telephone facsimile or portable document format (.pdf). The individual(s) executing this Agreement on behalf of Tenant hereby covenant and warrant that such individual(s) are duly authorized by Tenant to execute and deliver this Agreement on behalf of Tenant.

Landlord and Tenant have respectively signed this Second Lease Modification Agreement as of the date first hereinabove set forth.

LANDLORD:

**SOUTH SQUARE SHOPPING CENTER,
LLC, a/an Florida limited
liability company**

By: Name: Trent GrossTitle: President**TENANT:**

**BIG LOTS STORES, LLC
an Ohio limited liability company**

By: Name: Jonathan RamsdenTitle: Executive Vice President, Chief
Financial & Administrative Officer